

Gina Spearman

From: Gina Spearman
Sent: Monday, April 13, 2020 12:55 PM
To: Patty Arvielo; Rick Arvielo; Christy Bunce; Jan Preslo
Cc: Kelly Allison; Renae Souza
Subject: Resignation
Attachments: NAF Deducts.xlsx

Dear Patty, Rick, Christy & Jan,

After much thought, I have elected to resign from my position as SVP, Regional Manager of Broker Solutions, Inc. ("NAF") effective immediately. I appreciate the opportunity NAF has afforded me to learn and grow in my career over the last 3.5 years. I came to this decision because I do not believe I have any security or stability in compensation, nor do I feel confident I can strategically plan for the future. This is an individual decision that I have made solely for myself and my family. I am willing to assist with any transition needs that are in the best interest of the NAF Southeast Team, customers, and referral partners. Please provide guidance as to how you would like to address the logistics of returning any NAF materials I may have and any other separation protocols we should address.

In addition, as we have discussed on several occasions, NAF has not paid me correctly under the terms of our agreement. Specifically, under Section 5.2 of the November 6, 2016 Regional Manager Agreement, I have been entitled, among other things, to an Override Bonus. The attached spreadsheet shows what I have been paid versus what I should have been paid. Based on the spreadsheet, I am owed \$544,383 for unpaid Override Bonuses. Please send payment of \$544,383 immediately, but in no event, less than 30 days.

Beginning in March 2019, NAF improperly deducted monies to pay marketing costs and forced me to absorb certain Pricing Exceptions. As a consequence of NAF's unilateral conduct and without a written amendment to the Regional Manager Agreement, I was not paid \$466,046 which I was entitled to receive. Please send payment of \$466,046 for improperly withheld compensation immediately, but in no event, less than 30 days.

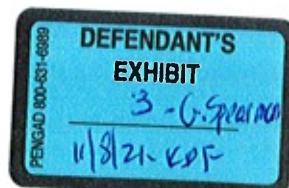
Lastly, under Section 2.2.1 of the March 1, 2020 amended Schedule 1 to the Regional Manager Agreement, I am entitled to receive a Production Bonus Percentage Share upon my termination based on the formula in Schedule 1 related to "loans within the pipeline for a period of 120 days after the separation date." Because my separation date is April 13, 2020, I am entitled to the Production Bonus Percentage Share through August 13, 2020.

In sending this letter, I do not waive any rights I may have, including, without limitation, the right to additional compensation not addressed above. Rather, it is my express intent to reserve all of my rights in full. I look forward to an amicable separation and wish you and all of my colleagues at NAF the best in their future endeavors.

Sincerely,

Gina Spearman

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NAF Compensation Deductions

Month	Excluded volume	Excluded \$	PE Deducts	Marketing Deduct	
Feb-20	19,475,379	\$77,902	\$132,575	\$25,759	
Jan-20	19,035,322	\$76,141	\$82,579	\$36,120	
Dec-20	27,184,859	\$108,739	\$80,186	\$56,269	
Nov-20	15,680,821	\$62,723	\$78,962	\$47,138	
Oct-20	21,370,110	\$85,480	\$131,845	\$65,934	
Sep-20	17,723,794	\$70,895	\$105,974	\$64,451	
Aug-20	16,986,700	\$67,947	\$97,321	\$70,109	
Jul-20	17,196,753	\$68,787	\$96,649	\$77,230	
Jun-20	15,417,244	\$61,669	\$69,501	\$57,207	
May-19	29,573,046	\$118,292	\$46,739	\$48,205	
Apr-19	20,060,314	\$80,241	\$28,657	\$43,475	
Mar-19	19,479,973	\$77,920	\$672	\$9,928	
Feb-19	17,182,658	\$68,731			
Jan-19	11,372,788	\$45,491			
Dec-18	27,241,763	\$108,967			
Nov-18	11,906,192	\$47,625			
Oct-18	12,967,937	\$51,872			
Sep-18	14,814,593	\$59,258			
Aug-18	17,828,067	\$71,312			
Jul-18	13,447,162	\$53,789			
Jun-18	14,874,309	\$59,497			
May-18	9,312,746	\$37,251			
Apr-18	4,663,274	\$18,653			
Mar-18	7,735,739	\$30,943			
Feb-18	5,799,872	\$23,199			
Jan-18	5,428,069	\$21,712			
Dec-17	7,293,472	\$29,174			
Nov-17	3,249,309	\$12,997			
Oct-17	5,439,514	\$21,758			
Sep-17	5,093,589	\$20,374			
Aug-17	4,539,526	\$18,158			
Jul-17	2,886,902	\$11,548			
Jun-17	4,520,156	\$18,081			
May-17	4,105,452	\$16,422			
Apr-17	2,765,101	\$11,060			
Totals	\$453,652,505	\$1,814,610	\$951,660	\$601,825	Total ALL \$3,368,095
Gina 30%		\$544,383	\$285,498	180,548	Gina Total \$1,010,429